

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 309 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

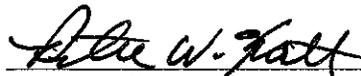
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

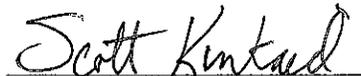
4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 3rd day of May, 2016.


Peter Katt, Chairman


Scott Kinkaid, Clerk

**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES
OF SANITARY AND IMPROVEMENT DISTRICT NO. 309 OF
SARPY COUNTY, NEBRASKA HELD AT 5:15 P.M. ON MAY 3,
2016 AT 12040 MCDERMOTT PLAZA, STE. 200, LA VISTA,
NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska was convened in open and public session at 5:15 p.m. on May 3, 2016, at 12040 McDermott Plaza, #200, La Vista, Nebraska, 68128.

The Clerk further advised that copy of the current Nebraska Open Meetings Act was available for review and inspection at this meeting in accordance with State Law.

Present at the meeting were Trustees Peter Katt, Scott Kinkaid and Steve Champoux. Also present were Larry A. Jobeun of Fullenkamp, Doyle & Jobeun, attorneys on behalf of the District; Eric Galley of Olsson Associates, engineers on behalf of the District; and Rob Wood of Kuehl Capital Corporation, the municipal advisors on behalf of the District. Trustees Brad Sullivan and Chris Demuth were absent.

Notice of the meeting was given in advance thereof by publication in The Papillion Times on April 27, 2016, a copy of the Proofs of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgement of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice of the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk then certified that notice of this meeting had been given to the City Clerk of Papillion, Nebraska and the Sarpy County Clerk at least seven (7) days prior to the time set by the Board of Trustees for this meeting and filed his Certificate to that effect, said Certificate being attached to these minutes and made part hereof by this reference.

The Chairman then presented for discussion the Water Main Extension Agreement and Gas Main Extension Agreement, to be entered into by and between the District and MUD, the same having been presented in form at the March 15, 2016, and scheduled for approval at the April 5, 2016 meeting of the District. It was then stated that because no quorum was present at the April 5 meeting, the Board would postpone the hearing on approval of the resolution until these proceedings, whereby a quorum is present. Therefore, Trustees Peter Katt, Scott Kinkaid

and Steve Champoux, then voted "aye" and passed and adopted the proposed Resolution of Advisability and Necessity, being the same Resolution adopted in form at the meeting of the Board of Trustees held on March 15, 2016, which Resolution is set forth in full in the Proof of Publication attached hereto; the Trustees then passed the following resolution:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 Sarpy County, Nebraska that the Resolution of Necessity for the District to enter into an Water Main Extension Agreement for construction of the water main extension and related appurtenances with Metropolitan Utilities District, be and hereby is approved as proposed at the meeting of the Board of Trustees held on March 15, 2016.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 Sarpy County, Nebraska that the Chairman and Clerk are authorized to sign the Agreements and Gas Main Extension Agreements with MUD and pay any fees relating thereto out of the Construction Fund account of the District at these proceedings.

The following matters were then discussed in the order below:

- 1.) Present the Sanitary and Storm Sewer Easements, one encumbering Lots 74 and 75, and the other Lots 63 and 64, said easements being granted by the developer, River Oaks Development, LLC, to the District, for maintenance, access and repairs, as outlined in the language within the easements; then, upon a motion duly made, seconded, and upon a roll call vote of "aye", the Trustees present unanimously approved the easements and requested the same be remitted to the Developer for signature and recordation;
- 2.) Miscellaneous matters before the Board, as deemed necessary.

The Chairman next presented the following statements for payment from the Construction Fund Account of the District and directed the Clerk to attach copies of said statements to these minutes:

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|--|--------------|
| a. Metropolitan Utilities District for installation and construction of the water main extension, in accordance with the WMEA by and between the District and MUD. | \$191,643.00 |
| b. Kersten Construction for completion of the Water Main -- Section I improvements (Cert. of Pay. -- Final). | \$5,498.50 |

- | | |
|---|--------------|
| c. MBC Construction, Inc. for completion of a portion of the Storm Sewer and Paving – Section II improvements (COP #1). | \$49,348.04 |
| d. Kersten Construction for completion of a portion of the Sanitary Sewer Section II improvements (COP #1). | \$226,377.90 |
| e. Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Items a. through d. hereinabove (5%). | \$23,643.37 |
| f. Olsson Associates for engineering and design fees relating to various construction projects of the District (No. 250101). | \$13,077.93 |
| g. Kuehl Capital Corporation for municipal advisory services related to Construction Fund warrants issued at this meeting (2.5%). | \$12,739.72 |
| h. West Gate Bank for underwriting services related to Construction Fund warrants issued at this meeting (0.25%). | \$1,305.82 |

Then, upon a motion duly made, seconded and upon a roll call vote of “aye” by the Trustees present, the following Resolutions were unanimously adopted:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 114 through 170, of the District, dated the date of this meeting, to the following payees, for the following services and in the following amounts, said warrants to draw interest at the rate of 7% per annum, said warrants to be payable from the Construction Fund Account (interest payable on September 1 annually) of the District and to be redeemed no later than five (5) years of the date hereof being, May 3, 2021 (the “**Construction Fund Warrants**”), subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska after notice is given as required by law, to-wit:

- a) Warrants No. 115 through 132 for \$10,000.00 each and Warrant No. 133 for \$1,643.00, all made payable to Metropolitan Utilities District for construction of the water main extension and pursuant to the WMEA. CF
- b) Warrant No. 134 for \$5,498.50 made payable to Kersten Construction for completion of the Water Main – Section I improvements (Final). CF

- c) Warrants No. 135 through 138 for \$10,000.00 each and Warrant No. 139 for \$9,348.04, all made payable to MBC Construction Co. Inc. for completion of the Storm Sewer & Paving – Section II improvements (COP #1). **CF**
- d) Warrants No. 140 through 161 for \$10,000.00 each and Warrant No. 162 for \$6,377.90, all made payable to Kersten Construction for completion of a portion of the Sanitary Sewer – Section II improvements (COP #1). **CF**
- e) Warrants No. 163 and 164 for \$10,000.00 each and Warrant No. 165 for \$3,643.37, all made payable to Fullenkamp, Doyle & Jobeun for legal services rendered in connection with items a) through d) hereinabove. **CF**
- f) Warrant No. 166 for \$10,000.00 and Warrant No. 167 for \$3,077.93, both made payable to Olsson Associates for engineering and design services on construction projects. **CF**
- g) Warrant No. 168 for \$10,000.00 and Warrant No. 169 for \$2,739.72, both made payable to Kuehl Capital Corporation for municipal advisory services on Construction Fund Warrants issued at this meeting (2.5%). **CF**
- h) Warrant No. 170 for \$1,305.82 made payable to West Gate Bank for warrant holding fee for Construction Fund Warrants issued at this meeting (0.25%). **CF**

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska, that the District hereby finds and determines and covenants, warrants and agrees as follows in connection with the issuance of the Construction Fund Warrants: (i) the improvements and/or facilities being financed by the Construction Fund Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; (ii) all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; (iii) to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by said improvements in the District; (iv) the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; (v) other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as

members of the general public; (vi) none of the proceeds of said Construction Fund Warrants have been or will be loaned to any private person or entity; and (vii) and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the Construction Fund Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska that the District covenants and agrees concerning the Construction Fund Warrants that: (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Construction Fund Warrants and (ii) it will not use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Construction Fund Warrants. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Construction Fund Warrants will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

The District covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Construction Fund Warrants, (ii) it will use the proceeds of the Construction Fund Warrants as soon as practicable and with all reasonable dispatch for the purposes for which the Construction Fund Warrants are issued, and (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District in any manner, or take or omit to take any action, that would cause the Construction Fund Warrants to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Regulations applicable to the Construction Fund Warrants from time to time. This covenant shall survive payment in full of the Construction Fund Warrants. The District specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by reference to the Code and the Regulations. Pursuant to the "small issuer exception" set forth below, the District does not believe the Construction Fund Warrants will be subject to rebate.

The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Construction Fund Warrants, including any investment income earned on such proceeds, directly or

indirectly, in a manner that would cause any Construction Fund Warrant to be a "private activity bond".

The District makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

(i) the District is a governmental unit under Nebraska law with general taxing powers;

(ii) none of the Construction Fund Warrants is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Construction Fund Warrants are to be used for local governmental activities of the District;

(iv) the aggregate face amount of all tax-exempt obligations (other than "private activity bonds," but including any tax-exempt lease-purchase agreements) to be issued by the District during the current calendar year is not reasonably expected to exceed \$5,000,000; and

(v) the District (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt indebtedness (other than "private activity bonds," but including any tax-exempt lease-purchase agreements) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Construction Fund Warrants from gross income for federal tax purposes will not be adversely affected thereby.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska that the District hereby covenants, warrants and agrees that to the extent that it may lawfully do so, the District hereby designates the Construction Fund Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Code.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the Construction Fund Warrants and the District hereby further certifies, as of the date of the registration of the Construction Fund Warrants with Sarpy County, Nebraska as follows:

1. The District reasonably anticipates that a portion of the monies in its Bond Fund will be expended for payment of

principal of and interest on the bonds and/or construction fund warrants of the District within 12 months after receipt of such monies. The District hereby establishes a reserve fund within its Bond Fund in connection with the issuance of the Construction Fund Warrants in the amount equal to the least of (i) 10% of the stated principal amount of the Construction Fund Warrants, (ii) the maximum annual debt service due on the Construction Fund Warrants during any fiscal year, or (iii) 125% of the average annual debt service for the Construction Fund Warrants over the term of such warrants. That amount that is currently held in the District's Bond Fund which exceeds the amount to be expended for payment of principal and interest on the bonds and/or construction fund warrants of the District within 12 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the Construction Fund Warrants.

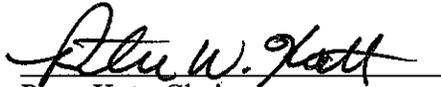
2. To the best of their knowledge, information, and belief, the above expectations are reasonable.
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its debt.
4. This Certificate is being passed, executed and delivered pursuant to Section 1.148-2 (b) (2) of the Income Tax Regulations under the Code (the "**Regulations**").

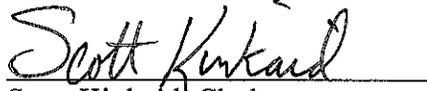
BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska the District hereby authorizes and directs the Chair or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "**Code**"), pertaining to the Construction Fund Warrants.

[Remainder of page intentionally left blank; signatures on following page]

**MINUTES SIGNATURE PAGE FROM THE MEETING OF SANITARY
AND IMPROVEMENT DISTRICT NO. 309 OF SARPY COUNTY,
NEBRASKA, HELD ON MAY 3, 2016**

There being no further business to come before the meeting, the meeting was adjourned.

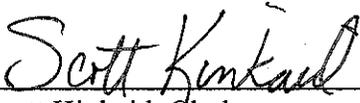

Peter Katt, Chairman


Scott Kinkaid, Clerk

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska ("River Oaks") hereby certifies that Notice of meeting of the Board of Trustees of said District held on May 3, 2016, was delivered to the Sarpy County Clerk via facsimile and/or electronic mail transmittal at least seven (7) days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting given in advance thereof by publication in The Papillion Times on April 27, 2016, and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk, Papillion, Nebraska within thirty (30) days from the date of this meeting.



Scott Kinkaid, Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Ron Petak deposes and says that he is the Executive Editor of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, March 23, 2016 Papillion Times
Thereafter, Wednesday, March 30, 2016 Papillion Times

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

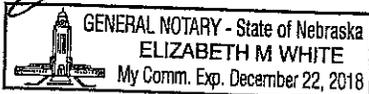
[Handwritten signature]

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 3-30-2016
Signed in my presence and sworn to before me:

[Handwritten signature]

Notary Public



Printer's Fee \$ 347.04
Customer Number: 40972
Order Number: 0001935948

Document containing: FULLenkamp, DOYLE & JOBEUN 11440 WEST CENTER ROAD OMAHA, NEBRASKA 68144; SANITARY AND IMPROVEMENT DISTRICT NO. 309 OF SARPY COUNTY, NEBRASKA; NOTICE; BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Water Main Extension Agreement with MUD for the construction of a water main extension and related equipment; WATER MAIN EXTENSION AGREEMENT; THIS AGREEMENT is entered into on 20 between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, (District) and Sanitary Improvement District #309 of Sarpy County, (Applicant); In consideration of the Applicant's payment of One hundred Ninety One Thousand Six Hundred Forty Three and 00/100 Dollars (\$191,643.00) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible, 70" +/- of 8" D.I.R.J. and 2010 +/- of 8" D.I.P.J. water main in River Oaks Subdivision at 184th Street and Harrison Street to serve Lots 1-81; as shown on the attached plat marked Exhibit 'A', together with such appurtenances, as the District deems necessary (the "main" or "mains"); This consideration includes the estimated (total) cost of the main installation (\$191,643.00). The estimated total cost of the main installation is \$191,643.00, of which cost the District shall assume \$None, which is the estimated difference in cost between an 8" main required and an 8" main installed; If the estimated (total) cost for the installation of the main or the estimated contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to the District the actual costs and/or contributions; over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual (total) cost for the installation of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than this amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant; The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit 'A'. The Applicant shall grade the street(s) to conform to Exhibit 'A' before the main installation. Where streets will not be paved, the right-of-way (R.O.W.) shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation, or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main; The main shall be owned by and under the control of the District, its successors and assigns; The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair or maintenance of the District's mains. The Applicant shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal; This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred; Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements adjacent to the main. Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements adjacent to the main. Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements adjacent to the main.

installation caused by such landscaping, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension. If frost is more than eight (8) inches in depth, the additional compensation to install and/or the appropriate time extension will be negotiated between the District and the Contractor and will be approved by the Applicant before proceeding.

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska.

Said agreement has been reviewed by Olsson Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvements, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$260,000.00.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due, said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT DISTRICT
NO. 309 OF SARPY COUNTY, NEBRASKA

Publication Dates:

March 23rd
March 30th

By:

Peter Katt, Chairman
Scott Kirkaid, Clerk

1935948; 3/23, 3/30

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144

SANITARY AND IMPROVEMENT DISTRICT NO. 309
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska will be held at **5:15 P.M. on April 5, 2016 at 12040 McDermott Plaza, La Vista, Nebraska**, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Water Main Extension Agreement with MUD for the construction of a water main extension and related equipment, which improvements shall be constructed in accordance with the following agreement:

WATER MAIN EXTENSION AGREEMENT

District Job No. 100055001154

THIS AGREEMENT is entered into on _____ 20____, between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District") and Sanitary Improvement District #309 of Sarpy County ("Applicant").

In consideration of the Applicant's payment of One hundred Ninety One Thousand Six Hundred Forty Three and 00/100 Dollars (\$ 191,643.00) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible,

70'+/- of 8" D.I.R.J. and 2610'+/- of 8" D.I.P.J. water main in River Oaks Subdivision at 184th Street and Harrison Street to serve Lots 1-61

as shown on the attached plat marked Exhibit "A", together with such appurtenances, as the District deems necessary (the "main" or "mains"). This consideration includes the estimated (total) cost of the main installation (\$ 191,643). The estimated total cost of the main installation is \$ 191,643, of which cost the District shall assume \$ None, which is the estimated difference in cost between an 8 " main required and an 8 " main installed.

If the estimated (total) cost for the installation of the main or the estimated contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to the District the actual costs and/or contributions, over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual (total) cost for the installation of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than the amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "A". The Applicant shall grade the street(s) to conform to Exhibit "A" before the main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main.

The main shall be owned by and under the control of the District, its successors and assigns.

The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair or maintenance of the District's mains. The Applicant shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal.

This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for main installation prior to the main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the water mains. Applicant shall pay the additional costs of main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension. If frost is more than eight (8) inches in depth, the additional compensation to install and/or the appropriate time extension will be negotiated between the District and the Contractor and will be approved by the Applicant before proceeding.

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska.

Said agreement has been reviewed by Olsson Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvements, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs which estimate is in the sum of \$260,000.00.

To pay the cost of said improvement the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due; said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT DISTRICT
NO. 309 OF SARPY COUNTY, NEBRASKA

Publication Dates:
March 23rd
March 30th

By: Peter Katt, Chairman
Scott Kinkaid, Clerk

{Space above line for recording information}

SANITARY AND STORM SEWER EASEMENT
(Lots 74 and 75, River Oaks)

RIVER OAKS DEVELOPMENT, LLC, a Nebraska limited liability company, and its successors and assigns ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 309 OF SARPY COUNTY, NEBRASKA, and its successors and assigns ("Grantee"), a permanent, perpetual Sanitary and Storm Sewer Easement for the right to construct, maintain, operate and replace sanitary and/or storm sewers and appurtenances thereto over, under, and through the portions of the parcels of land respectively described on Exhibit "1" attached hereto and incorporated herein (collectively the "Easement Areas").

TO HAVE AND TO HOLD, the Grantor agrees as follows:

- 1) The Grantor shall convey a permanent, perpetual Sanitary and Storm Sewer Easement over, under and through the Easement Areas to Grantee, together with the right of access for the purpose of constructing, inspecting, maintaining, operating, repairing, and/or replacing such Sanitary Sewer and appurtenances thereto.
- 2) No buildings or other structures shall be placed in, on, over, or across the Easement Areas by Grantor without the express approval of the Grantee, which shall be determined at the sole discretion of the Grantee.
- 3) The Grantor may, following construction of such Sanitary and Storm Sewer and appurtenances thereto, continue to use the Easement Areas for all other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed and except as provided herein. Landscaping, road surfaces, street surfaces, parking area surfaces, sidewalks, and trails are expressly permitted on the Easement Areas. Any such permitted items or materials placed on or within the Easement Areas shall be maintained and and/or repaired by Grantor in the event there is maintenance required by the Grantees.

- 4) The Grantor warrants that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons.

IN WITNESS WHEREOF the Grantor has executed this Easement as of this ____ day of _____, 2016.

GRANTOR:

RIVER OAKS DEVELOPMENT, LLC, a
Nebraska limited liability company,

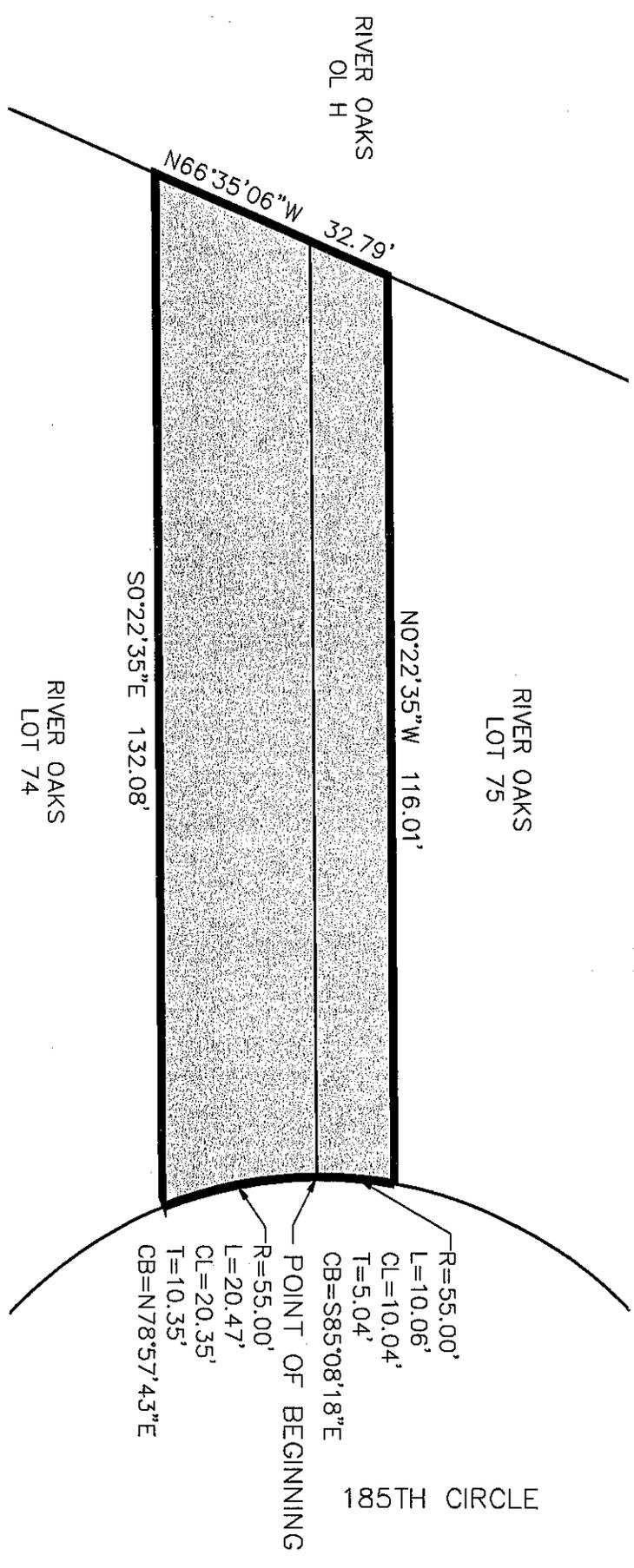
By: _____

Its: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Now on this ____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came _____, the _____ of River Oaks Development, LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

Notary Public



LEGAL DESCRIPTION

A STORM SEWER EASEMENT LOCATED IN LOTS 74 AND 75, RIVER OAKS, A PLATTED AND RECORDED SUBDIVISION IN SAPPY COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 74, RIVER OAKS, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SAID LOT 75, RIVER OAKS, SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 185TH CIRCLE; THENCE ON A 55.00 FOOT RADIUS CURVE TO THE LEFT ON SAID SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 20.47 FEET (LONG CHORD BEARS, ON AN ASSUMED BEARING, N78°57'43"E, 20.35 FEET); THENCE S00°22'35"E, 132.08 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 74; THENCE N86°35'06"W ON SAID SOUTH LINE, 32.79 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 75; THENCE N00°22'35"W, 116.01 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE ON A 55.00 FOOT RADIUS CURVE TO THE LEFT ON SAID SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 10.04 FEET (LONG CHORD BEARS S85°08'18"E, 5.04 FEET) TO THE POINT OF BEGINNING.

SAID STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 3,678.99 SQ. FT. OR 0.084 ACRES MORE OR LESS.



PROJECT NO. 015-0415
 DRAWN BY DSH
 DATE: 01.05.16

SANITARY AND STORM SEWER EASEMENT

OLSSON ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL: 402.341.1115
 FAX: 402.341.5895

EXHIBIT 1

{Space above line for recording information}

STORM SEWER EASEMENT
(Lots 63 and 64, River Oaks)

RIVER OAKS DEVELOPMENT, LLC, a Nebraska limited liability company, and its successors and assigns ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 309 OF SARPY COUNTY, NEBRASKA, and its successors and assigns ("Grantee"), a permanent, perpetual Storm Sewer Easement for the right to construct, maintain, operate and replace storm sewers and appurtenances thereto over, under, and through the portions of the parcels of land respectively described on Exhibit "1" attached hereto and incorporated herein (collectively the "Easement Areas").

TO HAVE AND TO HOLD, the Grantor agrees as follows:

- 1) The Grantor shall convey a permanent, perpetual Storm Sewer Easement over, under and through the Easement Areas to Grantee, together with the right of access for the purpose of constructing, inspecting, maintaining, operating, repairing, and/or replacing such Sanitary Sewer and appurtenances thereto.
- 2) No buildings or other structures shall be placed in, on, over, or across the Easement Areas by Grantor without the express approval of the Grantee, which shall be determined at the sole discretion of the Grantee.
- 3) The Grantor may, following construction of such Storm Sewer and appurtenances thereto, continue to use the Easement Areas for all other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed and except as provided herein. Landscaping, road surfaces, street surfaces, parking area surfaces, sidewalks, and trails are expressly permitted on the Easement Areas. Any such permitted items or materials placed on or within the Easement Areas shall be maintained and and/or repaired by Grantor in the event there is maintenance required by the Grantees.

- 4) The Grantor warrants that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons.

IN WITNESS WHEREOF the Grantor has executed this Easement as of this ____ day of _____, 2016.

GRANTOR:

RIVER OAKS DEVELOPMENT, LLC, a
Nebraska limited liability company,

By: _____

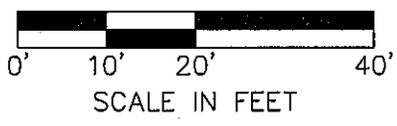
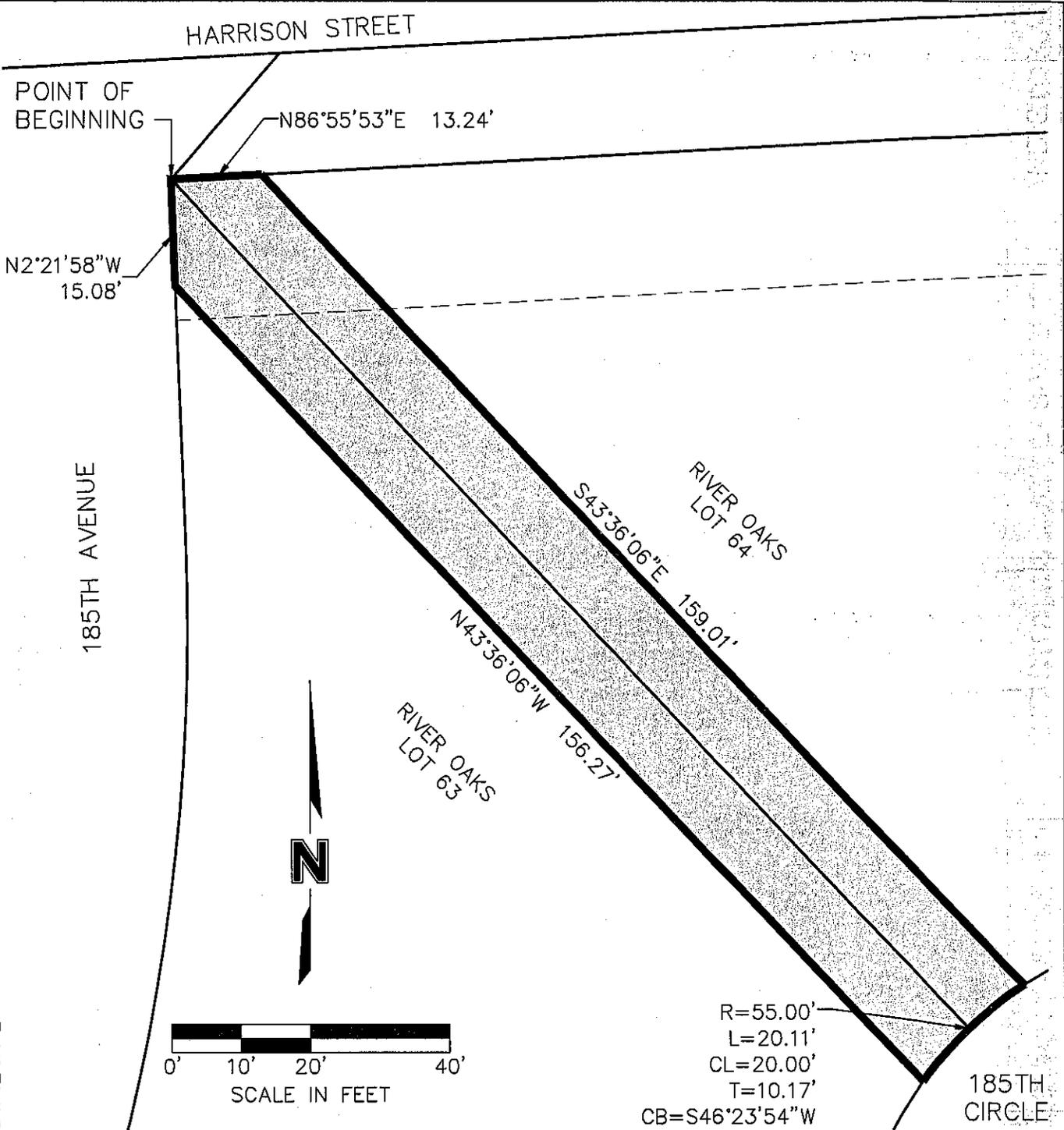
Its: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Now on this ____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came _____, the _____ of River Oaks Development, LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

Notary Public

USER: jflaxbeard
 PROJECT: F:\Projects\015-0415\40-Design\AutoCAD\Exhibits\15-12-11_LDVP_Sewer Easement Exhibits.dwg
 DATE: Apr 21, 2016 8:03am
 XREFS: C:\PBN\DY_50415



R=55.00'
 L=20.11'
 CL=20.00'
 T=10.17'
 CB=S46°23'54\"W

LEGAL DESCRIPTION

A STORM SEWER EASEMENT LOCATED IN LOTS 63 AND 64, RIVER OAKS, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 64, RIVER OAKS, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID LOT 63, RIVER OAKS, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 185TH AVENUE; THENCE ON THE NORTH LINE OF SAID LOT 64, ON AN ASSUMED BEARING OF N86°55'53\"E, 13.24 FEET; THENCE S43°36'06\"E, 159.01 FEET TO A POINT OF CURVATURE ON THE NORTHERLY RIGHT-OF-WAY LINE OF 185TH CIRCLE; THENCE ON A 55.00 FOOT RADIUS CURVE TO THE LEFT ON SAID NORTHERLY RIGHT-OF-WAY LINE, AN ARC LENGTH OF 20.11 FEET (LONG CHORD BEARS S46°23'54\"W, 20.00 FEET); THENCE N43°36'06\"W, 156.27 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N02°21'58\"W ON SAID EAST RIGHT-OF-WAY LINE, 15.08 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 3,240.32 SQ. FT. OR 0.074 ACRES MORE OR LESS.

PROJECT NO:	015-0415
DRAWN BY:	DSH
DATE:	01.05.16

STORM SEWER EASEMENT


 2111 South 67th Street, Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895

EXHIBIT
1



Final Certificate of Payment

March 28, 2016

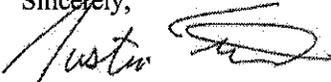
S.I.D. No. 309 of Sarpy County (River Oaks)
c/o Fullenkamp, Doyle, & Jobeun
Attn: Larry Jobeun
11440 W. Center Road
Omaha, NE 68144

RE: River Oaks – Water Main – Section I
Contractor Pay Request
OA Project No. A14-1455

Enclosed is the final Certificate of Payment for retainage for the work performed by Kersten Construction for the River Oaks Water Main – Section I Project. We have verified the quantities of work and observed the construction to be in general conformance with the plans and specifications for this Work. We recommend that S.I.D. No. 309 of Sarpy County (River Oaks) make payment to Kersten Construction in the amount of **\$5,498.50** for said work.

If you have any questions or require additional information, please let me know.

Sincerely,


Justin Feik

Enclosures

F:\Projects\015-0415\60-Construction\Pay Certificates\Water\Section I\Pay App #2 (Retainage)\4. Pay Certificate Letter.doc

2111 South 67th Street, Suite 200
Omaha, NE 68106

TEL 402.341.1116
FAX 402.341.5895

www.olssonassociates.com

OLSSON ASSOCIATES, Consulting Engineers
2111 S. 67th Street, Suite 200
Omaha, Nebraska 68601

FNIAL CERTIFICATE OF PAYMENT

Date of Issuance: March 28, 2016

Project: S.I.D 309 of Sarpy County (River Oaks) Water Main – Section I
Contractor: Kersten Construction

Project No. A15-0415

DETAILED ESTIMATE

Description **Unit Prices Extension**

See attached Pay Application

PLEASE REMIT PAYMENT TO:

Kersten Construction, Inc.
11050 South 204th Street
Gretna, NE 68028-7977

Original Contract Cost: \$54,985.00
Approved Change Orders:
No. _____
No. _____
No. _____

Total Contract Cost: \$54,985.00

Value of completed work and materials stored..... \$54,985.00
Less retained percentage (0...%) \$0.00
Net amount due including this estimate \$54,985.00

Less: Estimates previously approved:

- No. 1 \$49,486.50
- No. 2 _____
- No. 3 _____
- No. 4 _____

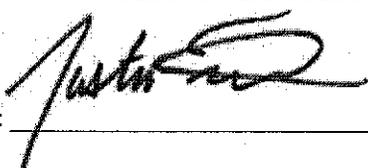
Total Previous Estimates \$49,486.50

NET AMOUNT DUE THIS ESTIMATE \$5,498.50

The undersigned hereby certifies that the work done and materials delivered have been checked as to quantity and conformance with the plans and specifications and the Contractor, in accordance with the contract, is entitled to payment as indicated above.

cc: Project File
Kersten Construction
S.I.D. 309 (River Oaks)

OLSSON ASSOCIATES

By: 

APPLICATION AND CERTIFICATION FOR PAYMENT

SHEET 702

PAGE 1

TO ENGINEER:

Olsson Associates
 2111 S. 67th Street Suite 200
 Omaha, NE 68106

FROM CONTRACTOR:

Kersten Construction
 11050 South 204th Street
 Gretna, NE 68028-7977

CONTRACT FOR: Water Main - Section I

PROJECT: River Oaks

Water Main - Section I

APPLICATION NO 2 - Retainage

PERIOD TO: _____

PROJECT NOS: A15-0415

CONTRACT DATE: 10/7/2015

Distribution to:

<input type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	SID Board
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned CONTRACTOR certifies that to the best of the CONTRACTOR's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the CONTRACTOR for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

1. ORIGINAL CONTRACT SUM
\$54,985.00
2. Net change by Change Orders
\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)
\$54,985.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on 703)
\$54,985.00

By:  Date: 3-28-2016

5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on 703) 0.00
 - b. _____ % of Stored Material (Column F on 703) _____
- Total Retainage (Lines 5a + 5b or Total in Column I of 703) \$54,985.00

6. TOTAL EARNED LESS RETAINAGE

- (Line 4 Less Line 5 Total)
 \$49,486.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
 \$5,498.50
8. CURRENT PAYMENT DUE
 \$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6)

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

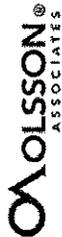
AMOUNT CERTIFIED \$ 5,498.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 General Contractor:

By:  Date: 3/28/2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$0.00	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00	



Project: River Oaks - Water Main - Section I
 Contractor: Kersten Construction

Project #: A14-1455
 Date: 3/28/2016

PAY APP. # 2 - Retainage
 Date Through: 12/18/2015

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est Qty	Unit Price	SCHEDULED VALUE (D * E)	Qty from previous pay appl.	Total From previous pay appl.	WORK COMPLETED Qty this Period	Total from this Period	MATERIALS PRESENTLY STORED (NOT IN WORK)	TOTAL QUANTITY TO DATE (G+J)	TOTAL COMPLETED AND STORED TO DATE (H+K)	% (M/N)	BALANCE TO FINISH (E-M)	RETAINAGE
101	1/2 inch Pipe	LF	420.00	26.50	\$ 11,130.00	-	-	420.00	\$ 11,130.00		420.00	\$ 11,130.00	100%	\$ -	\$ -
102	6 inch Pipe	LF	720.00	22.50	\$ 16,488.00	-	-	720.00	\$ 16,488.00		720.00	\$ 16,488.00	100%	\$ -	\$ -
103	6" Flt x MJ Gate Valve**	EA	1.00	176.00	\$ 176.00	-	-	1.00	\$ 176.00		1.00	\$ 176.00	100%	\$ -	\$ -
104	8" MJ Gate Valve**	EA	1.00	182.00	\$ 182.00	-	-	1.00	\$ 182.00		1.00	\$ 182.00	100%	\$ -	\$ -
105	8" MJ Gate Valve**	EA	1.00	178.00	\$ 178.00	-	-	1.00	\$ 178.00		1.00	\$ 178.00	100%	\$ -	\$ -
106	Tree with 6" Throughway	EA	3.00	259.00	\$ 777.00	-	-	3.00	\$ 777.00		3.00	\$ 777.00	100%	\$ -	\$ -
107	8" Bands (horizontal or vertical)	EA	5.00	340.00	\$ 1,700.00	-	-	5.00	\$ 1,700.00		5.00	\$ 1,700.00	100%	\$ -	\$ -
108	8" Bands (horizontal or vertical)	EA	8.00	292.00	\$ 2,336.00	-	-	8.00	\$ 2,336.00		8.00	\$ 2,336.00	100%	\$ -	\$ -
109	Reducers	EA	1.00	132.00	\$ 132.00	-	-	1.00	\$ 132.00		1.00	\$ 132.00	100%	\$ -	\$ -
110	Solid Sleeves	EA	4.00	201.00	\$ 804.00	-	-	4.00	\$ 804.00		4.00	\$ 804.00	100%	\$ -	\$ -
111	Furnish and Install 3/4" Sample Tap	EA	4.00	423.00	\$ 1,692.00	-	-	4.00	\$ 1,692.00		4.00	\$ 1,692.00	100%	\$ -	\$ -
112	Furnish and Install 1" AAR	EA	1.00	2,367.00	\$ 2,367.00	-	-	1.00	\$ 2,367.00		1.00	\$ 2,367.00	100%	\$ -	\$ -
113	CC Box (incl. Water)	EA	2.00	195.00	\$ 390.00	-	-	2.00	\$ 390.00		2.00	\$ 390.00	100%	\$ -	\$ -
114	24" RI Frame & Cover	EA	2.00	89.00	\$ 178.00	-	-	2.00	\$ 178.00		2.00	\$ 178.00	100%	\$ -	\$ -
115	48" PC Concrete Vault w/ No. 1 Pipe Pass	EA	1.00	435.00	\$ 435.00	-	-	1.00	\$ 435.00		1.00	\$ 435.00	100%	\$ -	\$ -
116	Connection Type C-2	EA	3.00	2,274.00	\$ 6,822.00	-	-	3.00	\$ 6,822.00		3.00	\$ 6,822.00	100%	\$ -	\$ -
117	Furnished and install pipe, fittings, adjustable valve box, adjustable	EA	1.00	1,993.00	\$ 1,993.00	-	-	1.00	\$ 1,993.00		1.00	\$ 1,993.00	100%	\$ -	\$ -
118	Augering for 6" Pipe	EA	3.00	1,216.00	\$ 3,648.00	-	-	3.00	\$ 3,648.00		3.00	\$ 3,648.00	100%	\$ -	\$ -
119	Furnish and install pipe, fittings, adjustable valve box, adjustable	EA	1.00	2,400.00	\$ 2,400.00	-	-	1.00	\$ 2,400.00		1.00	\$ 2,400.00	100%	\$ -	\$ -
120	Furnish and install pipe, fittings, adjustable valve box, adjustable	EA	75.00	32.00	\$ 2,400.00	-	-	75.00	\$ 2,400.00		75.00	\$ 2,400.00	100%	\$ -	\$ -
121	Furnish and install pipe, fittings, adjustable valve box, adjustable	EA	1.00	210.00	\$ 210.00	-	-	1.00	\$ 210.00		1.00	\$ 210.00	100%	\$ -	\$ -
122	Chlorine Tablets	EA	1.00	645.00	\$ 645.00	-	-	1.00	\$ 645.00		1.00	\$ 645.00	100%	\$ -	\$ -
TOTALS					\$ 54,985.00	\$ 54,985.00	\$ 54,985.00	\$ 54,985.00	\$ 54,985.00	\$ 54,985.00	\$ 54,985.00	\$ 54,985.00	100%	\$ -	\$ -
Change Order															
CO TOTALS															
BID ITEMS - CO TOTALS															

Original Contract \$ 54,985.00
 Total Contract to Date \$ 54,985.00
 Total Work Completed to Date \$ 54,985.00
 Total Materials Stored to Date \$ 54,985.00
 Total Value completed & Stored to Date \$ 54,985.00
 Retainage 0%
 Net Total Due Less Retainage \$ 49,486.50
 Net Amount Due This Estimate \$ 4,986.50

Pay App No. 1
 Pay App No. 2
 Pay App No. 3
 Pay App No. 4
 Pay App No. 5
 Pay App No. 6
 Pay App No. 7

Estimates:



Certificate of Payment # 1

April 12, 2016

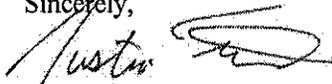
S.I.D. No. 309 of Sarpy County (River Oaks)
c/o Fullenkamp, Doyle, & Jobeun
Attn: Larry Jobeun
11440 W. Center Road
Omaha, NE 68144

RE: S.I.D. 309 (River Oaks) Storm Sewer and Paving – Section II
Contractor Pay Request
OA Project No. A14-1455

Enclosed is Certificate of Payment No. 1 for the work performed by MBC Construction for the River Oaks – Storm Sewer and Paving Section II Project. We have verified the quantities of work and observed the construction to be in general conformance with the plans and specifications for this Work. We recommend that S.I.D. No. 309 make payment to MBC Construction in the amount of **\$49,348.04** for said work.

If you have any questions or require additional information, please let me know.

Sincerely,


Justin Feik

Enclosures: Pay Certificates with Back-up

F:\Projects\015-0415\60-Construction\Pay Certificates\Storm & Paving\Section II (MBC)\4. Pay Certificate Letter.doc

APPLICATION AND CERTIFICATION FOR PAYMENT

SHEET 702

PAGE 1

TO ENGINEER: PROJECT: River Oaks
 Olsson Associates
 2111 S. 67th Street Suite 200
 Omaha, NE 68106
FROM CONTRACTOR:
 MBC Construction
 3108 South 67th Street
 Omaha, NE 681387
 CONTRACT FOR: Storm Sewer & Paving Section II
 APPLICATION NO: 1
 PERIOD TO: _____
 PROJECT NOS: A15-0415
 CONTRACT DATE: 10/7/2015

Distribution to:
 ENGINEER
 OWNER
 SID Board

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned CONTRACTOR certifies that to the best of the CONTRACTOR's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the CONTRACTOR for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$594,443.66
2. Net change by Change Orders \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$594,443.66
4. TOTAL COMPLETED & STORED TO DATE (Column G on 703) \$54,831.15

5. RETAINAGE:

- a. 10 % of Completed Work (Column D + E on 703) 5,483.12
- b. _____ % of Stored Material (Column F on 703) _____

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$49,348.04
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0.00
8. CURRENT PAYMENT DUE \$49,348.04
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$545,095.63

CONTRACTOR:


 Date: 4-12-2016

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \$49,348.04

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 General Contractor:

By:  Date: 4/12/2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

Project: River Oaks - Storm Sewer & Paving Section II
Contractor: MBC Construction

Project #: A14-1455
Date: 4/11/2016

PAY APP. #1
Date Through: 3/24/2016

A ITEM NO.	B DESCRIPTION OF WORK	C Pay Unit	D Total Est. Qty	E Unit Price	F SCHEDULED VALUE (D * E)	G Qty from previous pay appl.	H Total From previous pay appl.	I WORK COMPLETED		J Total from this Period	K MATERIALS STORED (NOT IN WORK)	L TOTAL QUANTITY TO DATE (G+H)	M TOTAL COMPLETED AND STORED TO DATE (H+K)	N % (M/F)	O BALANCE TO FINISH (E-M)	P RETAINAGE
								Qty this Period	Total from this Period							
101	CONSTRUCT 15" RCP CLASS III	LF	520.00	\$ 46.97	\$ 24,424.40	-	-	-	-	-	-	-	-	0%	\$ 24,424.40	-
102	CONSTRUCT 18" RCP CLASS III	LF	276.00	\$ 49.65	\$ 13,802.70	-	-	-	-	-	-	-	-	0%	\$ 13,802.70	-
103	CONSTRUCT 24" RCP CLASS III	LF	727.00	\$ 65.83	\$ 47,858.41	-	-	379.48	24,981.17	24,981.17	-	24,981.17	53%	\$ 22,877.24	\$ 2,498.12	
104	CONSTRUCT 30" RCP CLASS III	LF	189.00	\$ 83.68	\$ 15,813.52	-	-	-	-	-	-	-	-	0%	\$ 15,813.52	-
105	CONSTRUCT 42" RCP CLASS III	LF	495.00	\$ 147.28	\$ 72,903.60	-	-	-	-	-	-	-	-	0%	\$ 72,903.60	-
106	CONSTRUCT 54" I.D. STORM MANHOLE	VF	29.00	\$ 543.36	\$ 15,757.44	-	-	-	-	-	-	-	-	0%	\$ 15,757.44	-
107	CONSTRUCT 72" I.D. STORM MANHOLE	VF	7.00	\$ 765.39	\$ 5,357.73	-	-	-	-	-	-	-	-	0%	\$ 5,357.73	-
108	CONSTRUCT 84" I.D. STORM MANHOLE	VF	13.00	\$ 1,126.89	\$ 14,649.57	-	-	-	-	-	-	-	-	0%	\$ 14,649.57	-
109	CONSTRUCT CURB INLET - TYPE I	EA	6.00	\$ 1,600.00	\$ 9,600.00	-	-	-	-	-	-	-	-	0%	\$ 9,600.00	-
110	CONSTRUCT CURB INLET - TYPE II	EA	1.00	\$ 1,994.93	\$ 1,994.93	-	-	-	-	-	-	-	-	0%	\$ 1,994.93	-
111	CONSTRUCT 24" RC FLARED END SECTION	EA	1.00	\$ 2,385.03	\$ 2,385.03	-	-	-	-	-	-	-	-	0%	\$ 2,385.03	-
112	CONSTRUCT 30" RC FLARED END SECTION	EA	1.00	\$ 3,800.18	\$ 3,800.18	-	-	-	-	-	-	-	-	0%	\$ 3,800.18	-
113	CONSTRUCT 42" RC FLARED END SECTION	EA	1.00	\$ 3,800.18	\$ 3,800.18	-	-	-	-	-	-	-	-	0%	\$ 3,800.18	-
114	CONSTRUCT TOE/CUT OFF WALL	EA	89.00	\$ 52.44	\$ 4,667.16	-	-	-	-	-	-	-	-	0%	\$ 4,667.16	-
115	CONSTRUCT RIP RAP AROUND - INDIOR TYPE 8"	EA	464.00	\$ 33.19	\$ 15,400.16	-	-	-	-	-	-	-	-	0%	\$ 15,400.16	-
116	CRUSHED ROCK FOR UNSUITABLE TRENCH CONDITIONS	EA	3.00	\$ 400.17	\$ 1,200.51	-	-	-	-	-	-	-	-	0%	\$ 1,200.51	-
117	CONSTRUCT MANHOLE RING COLLAR	EA	3.00	\$ 427.32	\$ 1,281.96	-	-	3.00	1,281.96	1,281.96	-	1,281.96	100%	\$ -	\$ 128.20	
118	42" CONCRETE COLLAR	EA	1.00	\$ 672.79	\$ 672.79	-	-	-	-	-	-	-	-	0%	\$ 672.79	-
119	42" CONCRETE COLLAR	EA	30.00	\$ 105.16	\$ 3,154.80	-	-	15.00	1,577.40	1,577.40	-	1,577.40	50%	\$ 1,673.60	\$ 157.74	
120	CONCRETE PIPE COUPLER	AC	1.00	\$ 1,673.60	\$ 1,673.60	-	-	-	-	-	-	-	-	0%	\$ 1,673.60	-
121	SEEDING	SY	726.00	\$ 1.95	\$ 1,415.70	-	-	-	-	-	-	-	-	0%	\$ 1,415.70	-
122	EROSION CONTROL BLANKET, 575	SY	7.00	\$ 71.92	\$ 513.44	-	-	7.00	513.44	513.44	-	513.44	100%	\$ -	\$ 513.44	
123	ANTI-SLEEP COLLAR	EA	1.00	\$ 111.57	\$ 111.57	-	-	-	-	-	-	-	-	0%	\$ 111.57	-
124	DEWATERING	EA	3.00	\$ 7,289.06	\$ 21,867.18	-	-	-	-	-	-	-	-	0%	\$ 21,867.18	-
125	TIMBER SUPPORT	EA	1.00	\$ 35,703.36	\$ 35,703.36	-	-	3.00	21,867.18	21,867.18	-	21,867.18	100%	\$ -	\$ 2,186.72	
126	OUTLET EXCAVATION	CY	2,244.00	\$ 3.77	\$ 8,459.88	-	-	-	-	-	-	-	-	0%	\$ 8,459.88	-
201	EARTHWORK - SUBGRADE PREPARATION	SY	6,791.00	\$ 35.12	\$ 239,592.72	-	-	-	-	-	-	-	-	0%	\$ 239,592.72	-
202	CONSTRUCT 7" CONCRETE PAVEMENT (TYPE G6)	LF	50.00	\$ 9.74	\$ 487.00	-	-	-	-	-	-	-	-	0%	\$ 487.00	-
203	CONSTRUCT CONCRETE HEADER	LF	1.00	\$ 547.72	\$ 547.72	-	-	-	-	-	-	-	-	0%	\$ 547.72	-
204	CONNECT TO EXISTING CONCRETE PAVEMENT	EA	2.00	\$ 451.39	\$ 902.78	-	-	-	-	-	-	-	-	0%	\$ 902.78	-
205	ADJUST MANHOLE TO GRADE	EA	2.00	\$ 401.66	\$ 803.32	-	-	-	-	-	-	-	-	0%	\$ 803.32	-
206	CONSTRUCT END OF ROAD MARKERS	EA	1.00	\$ 502.08	\$ 502.08	-	-	-	-	-	-	-	-	0%	\$ 502.08	-
207	TRAFFIC CONTROL	EA	1.00	\$ 6,825.71	\$ 6,825.71	-	-	-	-	-	-	-	-	0%	\$ 6,825.71	-
208	SPEED TABLE	EA	1.00	\$ 54,831.15	\$ 54,831.15	-	-	-	-	-	-	-	-	0%	\$ 54,831.15	-
					TOTALS	\$ 594,443.66			\$ 54,831.15	\$ 54,831.15	\$ 0.00	\$ 54,831.15	\$ 54,831.15	9%	\$ 539,612.51	\$ 5,483.11
Change Order																
					TOTALS	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
					CO TOTALS	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
					BID ITEMS + CO TOTALS	\$ 594,443.66			\$ 54,831.15	\$ 54,831.15	\$ 0.00	\$ 54,831.15	\$ 54,831.15	9%	\$ 539,612.51	\$ 5,483.11

Original Contract \$ 594,443.66
 CO1 \$ -
 Total Contract to Date \$ 594,443.66
 Total Work Completed to Date \$ 54,831.15
 Total Materials Stored to Date \$ -
 Total Value completed & Stored to Date \$ 54,831.15
 Retainage \$ 5,483.11
 Net Total Due Less Retainage \$ 49,348.03
 Total Previous \$ -
 Net Amount Due This Estimate \$ 49,348.03

Footnotes:

Pay App No.1
 Pay App No.2
 Pay App No.3
 Pay App No.4
 Pay App No.5
 Pay App No.6
 Pay App No.7

SID 309, River Oaks
 c/o Olsson & Associates
 2111 S 67th St. Ste 200
 Omaha, NE 68106

EST # 1514.01
 DATE 3/24/2016

Meeting:

NAME: Storm Sewer & Paving - Section II

ITEM NO.	DESCRIPTION	Quantity	Unit	BID UNIT \$	EXT	PRIOR UNITS \$	CURRENT UNITS \$	Total to Date UNITS \$
101	15" RCP, CL III	520	LF	\$ 46.97	\$ 24,424.40	\$ 0.00	\$ 0.00	\$ 0.00
102	18" RCP, CL III	278	LF	\$ 49.65	\$ 13,802.70	\$ 0.00	\$ 0.00	\$ 0.00
103	24" RCP, CL III	727	LF	\$ 65.83	\$ 47,858.41	\$ 0.00	\$ 24,981.17	\$ 24,981.17
104	30" RCP, CL III	189	LF	\$ 83.68	\$ 15,815.52	\$ 0.00	\$ 0.00	\$ 0.00
105	42" RCP, CL III	495	LF	\$ 147.28	\$ 72,903.60	\$ 0.00	\$ 0.00	\$ 0.00
106	54" ID Storm MH	29	VF	\$ 543.36	\$ 15,757.44	\$ 0.00	\$ 0.00	\$ 0.00
107	72" ID Storm MH	7	VF	\$ 765.39	\$ 5,357.73	\$ 0.00	\$ 0.00	\$ 0.00
108	84" ID Storm MH	13	VF	\$ 1,126.89	\$ 14,649.57	\$ 0.00	\$ 0.00	\$ 0.00
109	Curb Inlet - Type I	7	EA	\$ 1,600.00	\$ 11,200.00	\$ 0.00	\$ 0.00	\$ 0.00
110	Curb Inlet - Type III	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 0.00	\$ 0.00	\$ 0.00
111	24" RC FES	1	EA	\$ 1,994.93	\$ 1,994.93	\$ 0.00	\$ 0.00	\$ 0.00
112	30" RC FES	1	EA	\$ 2,285.02	\$ 2,285.02	\$ 0.00	\$ 0.00	\$ 0.00
113	42" RC FES	1	EA	\$ 3,800.18	\$ 3,800.18	\$ 0.00	\$ 0.00	\$ 0.00
114	Const Toe/Cut Off Wall	3	EA	\$ 1,801.90	\$ 5,405.70	\$ 0.00	\$ 0.00	\$ 0.00
115	Const Rip Rap Apron-NDOR Type B	89	TN	\$ 52.44	\$ 4,667.16	\$ 0.00	\$ 0.00	\$ 0.00
116	Cr Rock for Unsuitable Trench	464	TN	\$ 33.19	\$ 15,400.16	\$ 0.00	\$ 0.00	\$ 0.00
117	Const MH Ring Collar	9	EA	\$ 466.17	\$ 4,195.53	\$ 0.00	\$ 0.00	\$ 0.00
118	24" PCC Collar	3	EA	\$ 427.32	\$ 1,281.96	\$ 0.00	\$ 1,281.96	\$ 1,281.96
119	42" PCC Collar	1	EA	\$ 672.79	\$ 672.79	\$ 0.00	\$ 0.00	\$ 0.00
120	Concrete Pipe Coupler	30	EA	\$ 105.16	\$ 3,154.80	\$ 0.00	\$ 1,577.40	\$ 1,577.40
121	Seeding	1	AC	\$ 1,673.60	\$ 1,673.60	\$ 0.00	\$ 0.00	\$ 0.00
122	Erosion Control Blanket, S75	726	SY	\$ 1.95	\$ 1,415.70	\$ 0.00	\$ 0.00	\$ 0.00
123	Anti Seep Collar	7	EA	\$ 731.92	\$ 5,123.44	\$ 0.00	\$ 5,123.44	\$ 5,123.44
124	Dewatering	1	LS	\$ 111.57	\$ 111.57	\$ 0.00	\$ 0.00	\$ 0.00
125	Timber Support	3	EA	\$ 7,289.06	\$ 21,867.18	\$ 0.00	\$ 21,867.18	\$ 21,867.18
126	Outlet Excavation	1	LS	\$ 35,703.36	\$ 35,703.36	\$ 0.00	\$ 0.00	\$ 0.00
201	Earthwork-Subgrade Prep	2244	CY	\$ 3.77	\$ 8,459.88	\$ 0.00	\$ 0.00	\$ 0.00
202	7" PCC - L65	6731	SY	\$ 35.12	\$ 236,392.72	\$ 0.00	\$ 0.00	\$ 0.00
203	Const Concrete Header	50	LF	\$ 9.74	\$ 487.00	\$ 0.00	\$ 0.00	\$ 0.00
204	Conn to Ex PCC Pymt	1	LS	\$ 547.72	\$ 547.72	\$ 0.00	\$ 0.00	\$ 0.00
205	Adj MH to Grade	2	EA	\$ 451.39	\$ 902.78	\$ 0.00	\$ 0.00	\$ 0.00
206	Const End of Road Markers	2	EA	\$ 401.66	\$ 803.32	\$ 0.00	\$ 0.00	\$ 0.00
207	Traffic Control	1	LS	\$ 502.08	\$ 502.08	\$ 0.00	\$ 0.00	\$ 0.00
208	Speed Table	1	EA	\$ 6,825.71	\$ 6,825.71	\$ 0.00	\$ 0.00	\$ 0.00
	EXTRAS							
X1	Install Anti-Vortex Device	3	EA	\$ 1,100.55		\$ 0.00	\$ 33,301.65	\$ 33,301.65

This will be paid separately from the Owner. Not SID.

\$ 594,443.66
 \$58,132.80
 \$54,831.15
 EARNED TO DATE
 LESS 10% RETENTION (\$5,813.26)
 DUE TO DATE \$52,319.52
 PAID TO DATE
 BALANCE DUE THIS ESTIMATE \$52,319.52



Certificate of Payment # 1

April 28, 2016

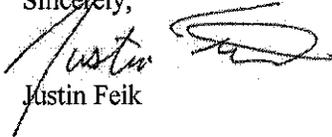
S.I.D. No. 309 of Sarpy County (River Oaks)
c/o Fullenkamp, Doyle, & Jobeun
Attn: Larry Jobeun
11440 W. Center Road
Omaha, NE 68144

RE: River Oaks – Sanitary Sewer Section II
Contractor Pay Request
OA Project No. A14-1455

Enclosed is Certificate of Payment No. 1 for the work performed by Kersten Construction for the River Oaks – Sanitary Sewer Section II Project. We have verified the quantities of work and observed the construction to be in general conformance with the plans and specifications for this Work. We recommend that S.I.D. No. 309 of Sarpy County (River Oaks) make payment to Kersten Construction in the amount of **\$226,377.90** for said work.

If you have any questions or require additional information, please let me know.

Sincerely,


Justin Feik

Enclosure

F:\Projects\015-0415\60-Construction\Pay Certificates\Sanitary Sewer\Section II - Kersten Construction\4. Pay Certificate Letter.doc

2111 South 67th Street, Suite 200
Omaha, NE 68106

TEL 402.341.1116
FAX 402.341.5895

www.olssonassociates.com

APPLICATION AND CERTIFICATION FOR PAYMENT

SHEET 702

PAGE 1

TO ENGINEER:

Olsson Associates
2111 S. 67th Street Suite 200
Omaha, NE 68106

FROM CONTRACTOR:

Kersten Construction
11050 South 204th Street
Gretna, NE 68028-7977

CONTRACT FOR: Sanitary Sewer Section II

PROJECT: River Oaks

Sanitary Sewer - Section II

APPLICATION NO: 1

PERIOD TO: _____

PROJECT NOS: A15-0415

CONTRACT DATE 10/7/2015

Distribution to:

<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	SID Board
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned CONTRACTOR certifies that to the best of the CONTRACTOR's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the CONTRACTOR for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$262,584.00
2. Net change by Change Orders \$8,433.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$271,017.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on 703) \$251,531.00

5. RETAINAGE:

- a. $\frac{10}{100}$ % of Completed Work (Column D + E on 703) 25,153.10
- b. % of Stored Material (Column F on 703) _____

Total Retainage (Lines 5a + 5b or Total in Column I of 703) \$226,377.90

6. TOTAL EARNED LESS RETAINAGE

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0.00
8. CURRENT PAYMENT DUE \$226,377.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$44,639.10

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

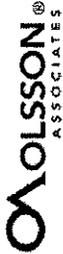
AMOUNT CERTIFIED \$ 226,377.90

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
General Contractor: _____

By: _____ Date: 4/26/2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$8,433.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$8,433.00	\$0.00
NET CHANGES by Change Order	\$8,433.00	



Project: River Oaks - Sanitary Sewer Section II
 Contractor: Kersten Construction

Project #: A14-1455
 Date: 4/26/2016

PAY APP. #1
 Date Through: 4/25/2016

ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	Qty from previous pay appl.	Total from previous pay appl.	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE (F+H+K)	% (M/P)	BALANCE TO FINISH (F-M)	RETAINAGE	
								Qty this Period	MATERIALS PRESENTLY STORED (Not in stock)					
201	CONSTRUCT 6" PVC SANITARY SEWER PIPE	LF	1876	27.00	50,652.00	-	-	1,876.00	1,876.00	50,652.00	100%	\$	\$ 5,065.20	
202	CONSTRUCT 8" SANITARY SEWER PIPE	LF	2838	28.00	80,024.00	-	-	2,838.00	2,838.00	80,024.00	100%	\$	\$ 8,002.40	
203	CONSTRUCT 54" I.D. SANITARY MANHOLE	VF	207	440.00	91,080.00	-	-	207.00	207.00	91,080.00	100%	\$	\$ 9,108.00	
204	CONSTRUCT CONCRETE RING RETAINER	EA	4	360.00	1,440.00	-	-	4.00	4.00	1,440.00	100%	\$	\$ 144.00	
205	CONSTRUCT 8"x6" SANITARY SEWER WYE	EA	51	117.00	5,967.00	-	-	51.00	51.00	5,967.00	100%	\$	\$ 596.70	
206	CONNECT TO EXISTING SANITARY SEWER, INCLUDES MANHOLE CONSTRUCTION	EA	2	5,325.00	11,050.00	-	-	1.00	1.00	5,325.00	50%	\$	\$ 532.50	
207	CONNECT TO EXISTING SANITARY MANHOLE	EA	1	655.00	655.00	-	-	1.00	1.00	655.00	100%	\$	\$ 65.50	
208	CRUSHED ROCK FOR UNSUITABLE TRENCH CONDITIONS	TN	685	26.60	18,231.00	-	-	300.00	300.00	7,980.00	44%	\$	\$ 798.00	
209	SEEDING	AC	1	750.00	750.00	-	-	-	-	-	0%	\$	\$ -	
210	EROSION CONTROL BLANKET, S75	SY	1796	1.25	2,245.00	-	-	-	-	-	0%	\$	\$ -	
211	DEWATERING	LS	1	500.00	500.00	-	-	-	-	-	0%	\$	\$ -	
Change Order #1					TOTALS	\$ 262,584.00	\$	\$	\$ 243,323.00	\$ 243,323.00	93%	\$	\$ 19,261.00	\$ 24,323.30
Change Order #2					TOTALS	\$ 277.00	\$	\$	\$ 278.00	\$ 278.00	99%	\$	\$ 108.00	\$ 750.60
Change Order #3					TOTALS	\$ 819.00	\$	\$	\$ 6.00	\$ 702.00	86%	\$	\$ 117.00	\$ 70.20
CO TOTALS					\$ 8,433.00	\$	\$	\$	\$ 8,208.00	\$ 8,208.00	97%	\$	\$ 225.00	\$ 76.20
BD ITEMS + CO TOTALS					\$ 271,017.00	\$	\$	\$	\$ 251,551.00	\$ 251,551.00	93%	\$	\$ 19,486.00	\$ 24,402.50

Original Contract	\$ 262,584.00
CO1	\$ 8,433.00
Total Contract to Date	\$ 271,017.00
Total Work Completed to Date	\$ 251,551.00
Total Materials Stored to Date	\$ -
Total Value completed & Stored to Date	\$ 251,551.00
Retainage	\$ 25,155.10
Net Total Due Less Retainage	\$ 226,377.90
Total Previous	\$ -
Net Amount Due This Estimate	\$ 226,377.90

- Pay App No. 1
- Pay App No. 2
- Pay App No. 3
- Pay App No. 4
- Pay App No. 5
- Pay App No. 6
- Pay App No. 7

Footnotes:

Pay Estimate

Kersten Construction, Inc.

Date: April 25th, 2016

11050 South 204th Street

Gretna, Ne 68028

Phone: 402 - 332 - 4141 Fax: 402 - 332 - 5822

To: Olsson & Associates

Job: River Oaks - SID 309

Attn: Justin Feik/Stacy M. Zablocki

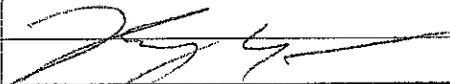
Sanitary Sewer - Sec II

Fax:

Email: smzablocki@olssonassociates.com

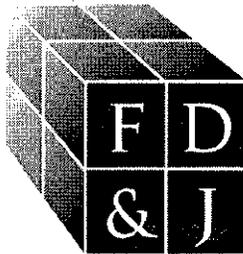
RE: Pay Estimate #1 - River Oaks - SID 309

Item	Description	Quantity	Unit	Unit Price	Total
201	Construct 6" PVC Sanitary Sewer Pipe	2154.00	LF	\$27.00	\$58,158.00
202	Construct 8" PVC Sanitary Sewer Pipe	2858.00	LF	\$28.00	\$80,024.00
203	Construct 54" ID Sanitary Manhole	207.00	VF	\$440.00	\$91,080.00
204	Construct Concrete Ring Collar	4.00	EA	\$360.00	\$1,440.00
205	Construct 8"x6" Sanitary Sewer Wye	57.00	EA	\$117.00	\$6,669.00
206	Connect To Existing Sanitary Sewer, Includes Manhole Construction	1.00	EA	\$5,525.00	\$5,525.00
207	Connect To Existing Sanitary Manhole	1.00	EA	\$655.00	\$655.00
208	Crushed Rock For Unsuitable Trench Conditions	300.00	Ton	\$26.60	\$7,980.00
209	Seeding	0.00	AC	\$750.00	\$0.00
210	Erosion Control Blanket, S75	0.00	SY	\$1.25	\$0.00
211	Dewatering	0.00	LS	\$500.00	\$0.00
				TOTAL	\$251,531.00



Randy Kersten

Kersten Construction, Inc.



FULLENKAMP
DOYLE &
JOBEUN

JOHN H. FULLENKAMP
ROBERT C. DOYLE
LARRY A. JOBEUN
BRIAN C. DOYLE
MARK B. JOHNSON

May 3, 2016

Chairman and Board of Trustees
Sanitary and Improvement District
No. 309 of Sarpy County, Nebraska

Statement of Services Rendered

For legal services rendered in connection with (i) the payment to MUD for their completion of the water main extension installation, (ii) the payment to Kersten Construction for the completion of the construction of the Water – Section I improvements, (iii) the payment to MBC Construction for completion of a portion of the Storm Sewer and Paving – Section II improvements, and (iv) the payment to Kersten Construction for completion of a portion of the Sanitary Sewer Section II improvements (5.0%).

LEGAL FEES:

\$23,643.37

EXPENSES: Filing Fees, Publications, Copying,
& Postage

\$ -0-

TOTAL AMOUNT DUE:

\$23,643.37

/s/ Larry A. Jobeun
Attorney for the District
Fullenkamp, Doyle & Jobeun

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Paving Design	36,500.00	100.00	36,500.00	36,500.00	0.00
Total Fee	36,500.00		36,500.00	36,500.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase	130	Phase 1 Water Coordination			
Fee					
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Water Coordination	12,600.00	100.00	12,600.00	12,600.00	0.00
Total Fee	12,600.00		12,600.00	12,600.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase	140	Phase 1 Power Coordination			
Fee					
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Power Coordination	5,400.00	100.00	5,400.00	5,400.00	0.00
Total Fee	5,400.00		5,400.00	5,400.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase	200	Phase 1 Sanitary Sewer Construction			
Fee					
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase i Sanitary Sewer Construction	52,000.00	55.00	28,600.00	23,400.00	5,200.00
Total Fee	52,000.00		28,600.00	23,400.00	5,200.00
Subtotal					5,200.00

Reimbursable Expenses					
Personal Vehicle Mileage				6.90	
Total Reimbursables				6.90	6.90

Internal Unit Billing					
Field Vehicle		12.0 Miles @ 0.75		9.00	

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Field Vehicle	46.0 Miles @ 0.75	34.50	
Field Vehicle	35.0 Miles @ 0.75	26.25	
Field Vehicle	57.0 Miles @ 0.75	42.75	
Field Vehicle	106.0 Miles @ 0.75	79.50	
Field Vehicle	78.0 Miles @ 0.75	58.50	
Field Vehicle	98.0 Miles @ 0.75	73.50	
Duplication-KIP	8.75 Feet @ 0.20	1.75	
Duplication-KIP	25.787 Feet @ 0.20	5.16	
Total Internal Units		330.91	330.91
		Total this Phase	\$5,537.81

Phase 210 Phase 1 Storm Sewer Construction
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Storm Sewer Construction	36,500.00	60.00	21,900.00	16,425.00	5,475.00
Total Fee	36,500.00		21,900.00	16,425.00	5,475.00
Subtotal					5,475.00

Reimbursable Expenses

Personal Vehicle Mileage				82.08	
Total Reimbursables				82.08	82.08

Internal Unit Billing

Field Vehicle	190.0 Miles @ 0.75	142.50	
Field Vehicle	156.0 Miles @ 0.75	117.00	
Field Vehicle	101.0 Miles @ 0.75	75.75	
Duplication-KIP	238.944 Feet @ 0.20	47.79	
Total Internal Units		383.04	383.04
		Total this Phase	\$5,940.12

Phase 220 Phase 1 Paving Construction
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Paving Construction	40,100.00	45.00	18,045.00	18,045.00	0.00
Total Fee	40,100.00		18,045.00	18,045.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase 230 Phase 1 Water Construction
Fee

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Water Construction & Coord	17,600.00	40.00	7,040.00	7,040.00	0.00
Total Fee	17,600.00		7,040.00	7,040.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase 250 Power Construction & Coordination
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Power Construction & Coordination	5,400.00	40.00	2,160.00	2,160.00	0.00
Total Fee	5,400.00		2,160.00	2,160.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase 270 SWPPP Inspections
Fee

Number of Inspections	2.00				
Fee Each	800.00				
Subtotal	1,600.00				
Subtotal					1,600.00
Total this Phase					\$1,600.00
AMOUNT DUE THIS INVOICE					\$13,077.93

Authorized By: Eric Galley

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
 } SS.
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Ron Petak deposes and says that he is the Executive Editor of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

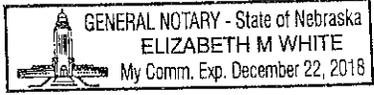
Wednesday, April 27, 2016 Papillion Times

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 4-27-2016
Signed in my presence and sworn to before me:

Notary Public



Printer's Fee \$ 11.07
Customer Number: 40972
Order Number: 0001944564

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144
NOTICE OF MEETING
SANITARY AND IMPROVEMENT
DISTRICT NO. 309 OF
SARPY COUNTY, NEBRASKA

NOTICE IS HEREBY GIVEN that the initial meeting of the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County will be held at 12040 McDermott Plaza, #200, La Vista, Nebraska, 68128, on May 3, 2016, at 5:15 p.m., which meeting will be open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska, the office of the District's counsel, which agenda includes the payment of bills and other business of the District.

1944564; 4/27 Scott Kinkaid, Clerk

AGENDA

Sanitary and Improvement District No. 309 of Sarpy County, Nebraska (River Oaks); meeting to be held May 3, 2016, at 5:15 p.m. at 12040 McDermott Plaza, #200, La Vista, Nebraska.

1. Present Nebraska Open Meetings Act.

Roll call (Trustees):

Peter Katt – Chair

Scott Kinkaid – Clerk

Steve Champoux

~~_____~~ Absent
~~_____~~

2. Vote on and approve the Resolution of Necessity for the District to enter into a Water Main Extension Agreement (Phase II) with MUD, and payment of fees related thereto in the amount of \$191,643.00 to MUD, as presented in form at the March 15, 2016 meeting of the District; Chair to sign agreements and fees to be paid out of the Construction Fund of the District *{ratification of resolution proposed to be approved at April 5, 2016 meeting; no quorum present}*.

3. Present Sanitary and Storm Sewer Easement(s) by and between River Oaks Development, LLC (Grantor) and the District (Grantee); vote on and approve the same; representative from River Oaks Development to execute both easements for recordation.

4. Present below items for approval and payment from the Construction Fund Account of the District:

- | | | |
|----|---|--------------|
| a. | Metropolitan Utilities District for installation and construction of the water main extension, in accordance with the WMEA by and between the District and MUD. | \$191,643.00 |
| b. | Kersten Construction for completion of the Water Main – Section I improvements (Cert. of Pay. – Final). | \$5,498.50 |
| c. | MBC Construction, Inc. for completion of a portion of the Storm Sewer and Paving – Section II improvements (COP #1). | \$49,348.04 |
| d. | Kersten Construction for completion of a portion of the Sanitary Sewer Section II improvements (COP #1). | \$226,377.90 |
| e. | Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Items a. through d. hereinabove (5%). | \$23,643.37 |
| f. | Olsson Associates for engineering and design fees relating to various construction projects of the District (No. 250101). | \$13,077.93 |

g) Kuehl Capital Corporation for municipal advisory services related to Construction Fund warrants issued at this meeting (2.5%) \$12,739.72

h) West Gate Bank for underwriting services related to Construction Fund warrants issued at this meeting (0.25%) \$1,305.82

5. Any and all business before the Board as deemed necessary; meeting adjourned.